

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF TENNESSEE**

REC'D IN  
REGULATORY DIV.  
MAY 10 29

-----  
**APPLICATION OF**

Case No. 99-00594

Phone Reconnect of America, L.L.C.  
For Authority to Provide and Resell Local  
Exchange Telecommunications  
Services in the State of Tennessee

EXECUTIVE SECRETARY

REC'D IN  
REGULATORY DIV.  
MAY 10 29  
EXECUTIVE SECRETARY

-----  
**APPLICATION OF  
Phone Reconnect of America, L.L.C.**

**I. INTRODUCTION**

Phone Reconnect of America, L.L.C. ("PRA") by its undersigned counsel, hereby requests that the Tennessee Public Service Commission ("Commission") grant it authority to provide local exchange service on a resale basis to residential subscribers in the State of Tennessee. This application sets forth information called for by the Rules and Regulations of the Tennessee Regulatory Authority and applicable Tennessee Statutes, including a description of the services PRA will provide and its technical, managerial, and financial fitness to provide the proposed services. As described more fully below, PRA will focus its marketing efforts on those residential customers who have some credit difficulties and may be unable to receive service from the incumbent telephone company. In addition, PRA requests approval of initial service terms and conditions in accordance with its proposed tariff, which is attached as Exhibit E hereto. PRA requests that the Commission consider and approve this Application at an Administrative Meeting. PRA is pursuing this Application as part of a process in several states, the current status of which is described in the attached Exhibit F.

CL# 32604  
\$25.00

## **II. INFORMATION PROVIDED PURSUANT TO Rule 1220-4-8-.04.**

### **A. Description Of Applicant**

The name and address of the applicant is:

Phone Reconnect of America, L.L.C.  
8442 S. Federal Highway  
Port St. Lucie, FL 34952

The applicant, Phone Reconnect of America, L.L.C., is a Delaware Limited Liability Company

PRA's Directors and Legal Counsel are listed in Exhibit A hereto. PRA was organized on October 13, 1998, and its President is Mr. Louis R. Seo, Jr., an owner of PRA.

### **B. Designated Contacts Regarding Application**

All correspondence, notice, inquires and other communications regarding this Application should be addressed to:

Jeffrey T. Nodland  
**LOCKRIDGE GRINDAL NAUEN P.L.L.P.**  
Suite 2200, 100 Washington Avenue South  
Minneapolis, MN 55401  
(612) 339-6900

### **C. Description Of Services To Be Provided**

PRA plans initially to provide the following services:

Residential Access Services, consisting of resold local exchange service, specifically single access services, consisting of voice grade dial-tone service to residential customers.

### **D. Locations That Applicant Would Serve**

PRA seeks authority to provide local exchange services to all portions of the State served by Bell South, Inc. and Sprint/United which are open to competition.

**E. Corporations With Which Applicant Would Compete**

PRA would compete primarily with the incumbent local exchange carriers, Bell South and Sprint/United. PRA would also compete with other authorized local exchange carriers that have received operating authority from this Commission to offer local exchange service.

**F. Articles Of Incorporation And Certificate Of Authority To Do Business In Tennessee**

A copy of PRA's Certificate of Formation is attached hereto as Exhibit B

**G. Financial Ability**

PRA's financial ability to provide local exchange telephone services is derived from the financial resources provided to it in the form of a line of credit from its owner and President, Mr. Seo. A pro forma balance sheet and personal financial statement for Mr. Seo is attached as Exhibit C. That Exhibit is proprietary and PRA asks that it be kept confidential.

Since PRA plans to offer services through resale of Bell South and Sprint/United services, PRA has more than sufficient resources to begin service. PRA already has a store locations in Tennessee through which it will begin to serve customers, giving it a substantial start to serving it potential customers.

**I. Management Personnel**

PRA, through its directors, and a consultant it has retained, has the requisite managerial ability to render local exchange telephone services. A summary of the relevant experience of these individuals is included as Exhibit D. PRA has retained the services of TJB Consulting and its President, Tamara J. Burgwardt, for technical and managerial experience in telecommunications. Ms. Burgwardt has a wealth of experience in the telephone and telecommunications market and is available as an ongoing resource for PRA in its operations. The business will be run by Mr. Seo, who has experience in managing several business, with assistance from Ms. Burgwardt on

telecommunications-specific issues. Finally, since PRA seeks only resale authority, it will rely on the technical abilities of the incumbent telephone company for the individual customers being served.

**J. Technical Ability**

As noted above, since PRA will be reselling the services of Bell South and Sprint/United, it will be dependent upon those companies' technical ability. PRA will establish proper procedures to handle customer problems and notify the companies of technical problems that do occur, in compliance with any applicable regulatory provisions.

**K. 911-E-911**

PRA will rely on the incumbent carriers to provide its 911E-911 system in accordance with the applicable provisions set forth by the Commission.

**L. Directory Services**

In accordance with the requirements of Sections 251 and 252 of the Telecommunications Act and applicable Tennessee Rules and Statutes, PRA proposes to obtain directory listings for its subscribers from the incumbent operating companies.

**M. Interconnection**

PRA will negotiate in good faith with Bell South and Sprint/United to obtain mutually agreeable resale arrangements.

**N. Statement of Compliance**

PRA agrees to abide by all applicable statutes and all applicable Orders, rules and regulations entered and adopted by the Tennessee Regulatory Authority.

**III. Tariff Schedule**

A. As part of its application for authority to provide local exchange telephone services, PRA includes its proposed initial tariff, rules, regulations, terms and conditions, as Exhibit E. PRA

will initially offer local exchange services to residential customers.

B. PRA's illustrative tariff proposes a rate of \$49.95 for its services. This is based on PRA's estimation of likely resale rates and the increased business risk in serving PRA's proposed customers.

C. PRA reserves the right to revise or modify its proposed tariff language, in light of technical, market, legal or regulatory developments that may occur while this proceeding is pending. PRA will promptly provide the Commission with substitute tariff pages as necessary, and will serve copies on all parties to this proceeding.

#### IV. CONCLUSION

Accordingly, Phone Reconnect of America, L.L.C. hereby respectfully requests that the Commission, at an Administrative Meeting, (1) grant PRA authority to provide local exchange telephone service on a resale basis; (2) approve PRA's initial tariff, and (3) grant any other relief as the Commission finds appropriate.

Respectfully submitted,

**PHONE RECONNECT OF  
AMERICA L.L.C.**

By: 

Jeffrey T. Nodland

**LOCKRIDGE GRINDAL NAUEN P.L.L.P.**

Suite 2200, 100 Washington Avenue South

Minneapolis, MN 55401

612-339-6900

Its Attorneys

August 5, 1999

## **LIST OF EXHIBITS**

Exhibit A .....	List of Officers, Directors and Legal Counsel
Exhibit B .....	Copy of Certificate of Formation
Exhibit C .....	PRA Financial Information [PROPRIETARY]
Exhibit D .....	Summary of Experience of Key Personnel
Exhibit E .....	Illustrative Tariff
Exhibit F .....	Status of PRA in Other States

**EXHIBIT A**

**NAMES AND ADDRESSES OF  
PHONE RECONNECT OF AMERICA, L.L.C.'s  
DIRECTORS AND LEGAL COUNSEL**

**Directors:**

Louis R. Seo, Jr.  
555 Harbour Drive  
Vero Beach, FL 32963

Frank A. Brown  
470 'N' Street S.W.  
Washington D.C. 20024

**Counsel:**

Jeffrey T. Nodland  
Lockridge Grindal Nauen & Holstein P.L.L.P.  
Suite 2200  
100 Washington Avenue South  
Minneapolis, MN 55401

# **EXHIBIT B**



I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF LIMITED LIABILITY COMPANY OF "PHONE RECONNECT OF AMERICA LLC", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF OCTOBER, A.D. 1998, AT 9 O'CLOCK A.M.



A handwritten signature in cursive script, reading "Edward J. Freel".

---

Edward J. Freel, Secretary of State

2954762 8100

991111165

AUTHENTICATION: 9653640

DATE: 03-26-99

**CERTIFICATE OF FORMATION OF  
PHONE RECONNECT OF AMERICA LLC**

The undersigned, being authorized to execute and file this Certificate of Formation, hereby certifies that:

FIRST: The name of the limited liability company (hereinafter referred to as the "Company") is "Phone Reconnect of America LLC."

SECOND: The address of its registered office in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805-1297.

The name of the Company's Registered Agent at that address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation as of this 13<sup>th</sup> day of October, 1998.

  
Stephen M. Goldberg

# EXHIBIT C

CONFIDENTIAL

# **EXHIBIT D**

## **RESUME OF LOUIS R. SEO**

in September of 1967, Mr. Seo was hired as a manager-trainee by ABC Rental Systems, a rent-to-own store in New Orleans, LA. After completing his training in early 1968, Mr. Seo assumed the duties of Assistant Manager. Later that same year, Mr. Seo was promoted to Store Manager.

In early 1969, the company owner, Mr. John Callendar, Jr., asked Mr. Seo to open a similar store in Jackson, Mississippi while still retaining responsibility for the operation of the New Orleans location. Mr. Seo accepted this challenge; and by 1970 both locations were running efficiently and profitably.

In late 1970, Mr. Callendar asked Mr. Seo to open another location for him in Richmond, VA. Again Mr. Seo accepted, moved to Richmond; and, in a short time, he had another successful location in operation.

In 1972, Mr. Seo entered into negotiations with Mr. Callendar and worked out an agreement to purchase the Richmond, VA location over a three-year period. The payments were made and completed, as scheduled, by the end of 1975.

In 1976, Mr. Seo embarked on a controlled expansion plan. By 1988 he owned and operated 28 rent-to-own stores in 7 states with annual revenues in excess of \$15 million. In December 1988, another rent-to-own company made Mr. Seo an attractive offer to buy his company, which Mr. Seo accepted.

In 1994, Mr. Seo started a sale/leaseback company with one office in Camp Springs, MD. He has expanded this business and presently operates 15 offices in 10 states. Mr. Seo's business knowledge and management expertise will help ensure a successful entry into the competitive local exchange carrier business.

**Tamra Burgwardt**  
**TJB Telecom Consultants, Inc.**

3702 Stonewall Circle

Atlanta, GA 30339

Voice: 770-805-0800

Fax: 770-333-0311

**EXPERIENCE:**

11/97 to present **Telecom Consultant - Principal of Firm**

Atlanta, GA

Specialized in the creation of CLECs, Regulatory issues management, Operations establishment, and vendor relations in all support areas for successful launch of new telephone companies in US. Also consulted on various valuation and network construction projects, switch implementations, interconnection negotiations and implementation, PUC/PSC interfaces for arbitration issues, and strategies in all areas of telecom carriers.

3/97 to 7/98 **GE Capital Commercial Direct (GE Exchange)**

Atlanta, GA

**Vice President - Telecommunications Products**

Implemented CLEC status in Massachusetts, negotiated contract to eliminate \$1.6 million penalty to GE on dispute over Centrex line and NRBS line provisioning under former Access America contracts and replaced platform with more profitable resale lines. Educated fellow management on options and recommendations to compete in existing markets (step to resale platform ASAP) and devised "CLEC appearance" pilot to prove in next strategy for GE to get to a more profitable arrangement than their Centrex resale "network". Advised on acquisition planning to make major move to telecommunications and began to investigate the creation of GE internal telecommunications services onto a resale and eventual CLEC basis for worldwide services. Complete P&L responsibility for Ameritech and NYNEX operations.

12/95 to 3/96 **MFS Communications, Inc.**

Oakbrook Terrace, Illinois

**Sr. Director - Strategic Network Initiatives**

Duties expanded to include more project management of specialty or complicated implementations, network construction route planning, city/community ROW negotiations, sales and marketing coordination & training, project P&L as well as financial analysis in project planning. Market management and previous duties also carried forward in more of a supervisory capacity with additional staff added to head up various initiatives on a national basis (i.e. resale, billing support, carrier relations, etc.)

**Sr. Manager - Local Service Implementation**

Handled all negotiations, agreements, 2 major RBOC interconnection arrangements, and implementation of switch and central office equipment as well as the integration of MFS ordering, billing, and provisioning systems, technical preparedness and escalation of installation problems and hand off to marketing and sales support functions with Ameritech. Refinement of interconnection details (after negotiating our regional agreement), implementation procedures, and negotiating state by state wholesale Centrex, business line, trunk, usage, features and other service element resale agreements in all Ameritech states. I also negotiate billing dispute resolutions, interpretations of agreements. Recently, asked to either help other negotiators/implementation managers and was selected to represent MFS with another major national telephone company to negotiate for interconnection, resale, and local service implementation on a national basis.

11/91 to 1/95

**Frontier Communications (Rochester Telephone)**

Rochester, NY

**Sr. Manager - Local Telephone Service Planning**

Many facets of small telephone companies had to be addressed including cross marketing of switched based services, sales training, product design and deployment, and directory. Full P & L responsible for 49 directories totaling \$23 million in gross revenue. Fully responsible for all financial impacts including the sales, production specifications, P&L, and vendor contract negotiations in addition to my other marketing duties. These companies with were the small subsidiaries away from the Rochester area.

- 2/85 to 11/91      **Southwestern Bell Corporation**      (various locations)  
Ad/Vent Information Services - (subsidiary of SWBYP)      Denver, Colorado
- 2/85      Sales Representative -  
Achieved 345% of objective first year and 215% the next year. Promoted after 17 months on the job. Sales sites included 6 month average stay in Denver, Salt Lake City, Albuquerque, El Paso, San Diego, and Chicago northwest suburbs.
- 7/86      Sales Manager -      Southern California  
Based in Anaheim in Orange County, supervised a sales crew of 8, trained them beyond the basic corporate training program, coached and motivated them, and supervised their activities to both comply with the company's standards of behavior and performance as well as preventing paperwork or process errors to minimize customer complaints. Promoted to roll out new 4-color "magazine" type of product.
- 3/87      National Sales Manager - Specialty Sales (New Product Launch)      United States  
Handled regular sales via sales manager supervision and specialty sales reps. Created a training program and taught reps to sell a new product which I had a big part in creating. Program of the 4-color product became more successful than the underlying product with sales people. Top reps requested transfer to my team. Transferred to the main SWBYP corporate structure (only 12 managers of 400 in Ad/Vent Info Services were selected for this distinction.)
- Southwestern Bell Yellow Pages**
- 8/88      Manager - Specialty Sales      Oklahoma City, Oklahoma  
Despite the title, this was a promotion. Continued with the introduction of the 4-color product in the Southwestern Bell 5 state YP area. The sales force there, however, was unionized and there was a difficulty in roll-out that changed the product and the sales program that I had established significantly. Requested a transfer to marketing.
- 9/89      Sr. Market Manager - Oklahoma/Arkansas      Oklahoma City, Oklahoma  
Handled all of the directory scoping decisions, plans, implementation, sales roll-out, and new product development for the states of Arkansas and Oklahoma. Saved \$2.6 in production costs and built gross revenue by 36% in the non-major market directories. When my home burned down in October of 1991. Chose to take an early retirement offer and move back to be near my family for a while (Rochester, NY)
- 7/81 to 1/85      **Richey Frankel & Company**      Denver, Colorado  
Assistant Trader/Research Director/State Registrations & Legal Administrator  
Boutique brokerage firm in the hey-day of the penny-stock market. I was involved in every facet of the securities work: due diligence, promotional research reports, and underwriting process. I also set up a Trust Department for a non-bank trustee by researching the appropriate CFR and filing with the IRS (Saved about \$25,000 in legal fees). Fun job, but I wasn't making enough money and I wanted to learn how to sell since everything in life is a sales job.

**EDUCATION:** (top notch private all girls' elementary and high school as basis for higher education)

- 1988      MBA - Marketing (Magna Cum Laude)      University of Phoenix, Phoenix, Arizona
- 1981      BA - major: Public Affairs (Area Major)      University of Denver, Denver, Colorado  
Academic Honors Program
- 1981      BA - majors: Economics and American History      University of Denver, Denver, Colorado  
Academic Honors Program

(NOTE: both degrees were earned in the same 4 year period - maximum overloads the whole time. Founded a chapter of a national sorority and was active in many campus activities as well as serving on the National Ski Patrol at one of the major ski areas.)

**ACCOMPLISHMENTS / HIGHLIGHTS:**

- \*\*\* Negotiated on MFS team of 4 the telecommunications industry's first complete CLEC/ILEC Interconnection Agreement on behalf of MFS and Ameritech for Region wide co-location and Interconnection
- \*\*\* Completely project managed the installation and turn-up of MFS's switches and CO Collocations from planning thru execution to testing and sales/operations turnover in all Ameritech territory. Since these were the first interconnections for Ameritech too, I experienced first hand the pitfalls, loop holes, Ameritech tactics for delay, operational snafus, problem resolution, billing irregularities and tactics, etc.
- \*\*\* Created the standard Ameritech/CLEC Operational Implementation Plan (aka Joint Operations Plan) to clarify such things as billing understandings/procedures, revenue sharing on INP access fees, escalation procedures, network maintenance and monitoring for interconnected carriers, and other critical details to enable smooth operations and network turn-up/build out. This is now the Ameritech standard document with CLECs.
- \*\*\* Negotiated (with Regulatory Manager) the first Interconnection Agreement with Sprint Telephone for the Illinois and Florida Sprint ILEC service areas. Illinois agreement was then modified to be basis for the National Sprint Interconnection Agreement with MFS Worldcom.
- \*\*\* Sorted through Centel territory (Sprint ILEC territory in Illinois prior to sale of territory to Ameritech very recently) operations, interconnection procedures (they didn't have a clue how to do it nor what their network would be capable of doing! it was like playing both sides of a card game!), and collocation activities. Utilized loop hole in Ameritech agreement to benefit MFS financially as well as averting an MFS capacity problem while enabling new line sales in Sprint operating territory.
- \*\*\* Learned switching technology and line & features marketing by managing 52 little telcos for Frontier Communications. Often these telcos were rural and over managed for the number of access lines they controlled. Switches (often old cross bars!) were replaced by backhauling several geographically situated telcos to a central SESS and trunking the LD onto the Frontier network. Later I used this knowledge and experience with MFS to plan a Cleveland backhaul to Detroit and Indianapolis backhaul to Chicago to get into business prior to local switch site readiness and enable sales for 6 months prior to local switch turn-up.
- \*\*\* Launched four-color advertising product in directories in early 1987 before they became a fixture in most directories. Achieved operating profitability and continuously overachieved in national sales objectives. New product launch in traditional SWB territory was hampered by unionized sales force compensation plan which prevented incentive sales compensation. Later, my product development and launch skills were utilized in my own Fax Shopping Network business in Rochester.



# **EXHIBIT E**

TENNESSEE TELECOMMUNICATIONS TARIFF

OF

**Phone Reconnect of America, L.L.C.**

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICE

This Tariff contains the rates applicable to the furnishing of local exchange telecommunications services provided by Phone Reconnect of America, L.L.C. ("PRA") within the State of Tennessee. This Tariff is on file with the Tennessee Regulatory Authority and the Tennessee Public Service Commission ("Commission").

Issued:  
Issued By:

Effective Date:

Phone Reconnect of America L.L.C.  
Louis R. Seo, Managing Director  
8442 S. Federal Highway Port St. Lucie, FL 34952

### CHECK SHEET

The Title Sheet and Sheets 1 through 36 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original	30	Original
11	Original	31	Original
12	Original	32	Original
13	Original	33	Original
14	Original	34	Original
15	Original	35	Original
16	Original	36	Original
17	Original		
18	Original		
19	Original		
20	Original		

Issued:  
Issued By:

Effective Date:

Phone Reconnect of America L.L.C.  
Louis R. Seo, Managing Director  
8442 S. Federal Highway Port St. Lucie, FL 34952

### CHECK SHEET

The Rate Sheets 1 through 35 attached to this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed.

<u>RATE SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original

Issued:  
Issued By:

Effective Date:

Phone Reconnect of America L.L.C.  
Louis R. Seo, Managing Director  
8442 S. Federal Highway Port St. Lucie, FL 34952

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Issued:  
Issued By:

Effective Date:

Phone Reconnect of America L.L.C.  
Louis R. Seo, Managing Director  
8442 S. Federal Highway Port St. Lucie, FL 34952

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Issued:  
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Phone Reconnect of America L.L.C.  
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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

- (C) To signify **change** in regulation
- (D) To signify a **deletion**
- (I) To signify a rate **increase**
- (L) To signify material **relocated** in the Tariff
- (N) To signify a **new** rate or regulation
- (R) To signify a rate **reduction**
- (T) To signify a change in **text** but no change in rate or regulation

Issued:  
Issued By:

Effective Date:

Phone Reconnect of America L.L.C.  
Louis R. Seo, Managing Director  
8442 S. Federal Highway Port St. Lucie, FL 34952

### TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the sheets contained in the Tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

Issued:  
Issued By:

Effective Date:

Phone Reconnect of America L.L.C.  
Louis R. Seo, Managing Director  
8442 S. Federal Highway Port St. Lucie, FL 34952



Phone Reconnect of America, L.L.C.  
State of Tennessee

TRA Tariff No. 1  
Original Sheet No. 8

### **APPLICATION OF TARIFF**

This Tariff governs Company local exchange services originating and terminating at points within the State of Tennessee for Bell South and Sprint/United exchanges.

Issued:  
Issued By:

Effective Date:

Phone Reconnect of America L.L.C.  
Louis R. Seo, Managing Director  
8442 S. Federal Highway Port St. Lucie, FL 34952

## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

### Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

### Add:

The addition of a vertical service to existing equipment and/or service at one location.

### Authorized User:

A person, firm, corporation, or other entity that either is authorized by the Customer to use local exchange service or is placed in a position by the Customer, either through acts or omissions, to use local exchange service.

### Business Service:

A service which conforms to one or more of the following criteria:

- A. used primarily for commercial, professional, or institutional activity; or
- B. the service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. the service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. the service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided.

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Issued:  
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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Call Forwarding:**

A CENTREX or local exchange feature which permits the station user to have his incoming calls transferred automatically to any station in the CENTREX or other access line.

**Call Forwarding - Busy Line:**

A CENTREX service optional feature which automatically routes incoming central office trunk calls to the attendant when called station is busy.

**Calling Area:**

See "Local Service Area".

**Call Hold:**

A CENTREX feature which permits any call in progress to be "held" by dialing a code, thus freeing the line for the purpose of originating another call.

**Call Pickup:**

A CENTREX feature which enables a station user to answer incoming calls directed to other stations within his own pickup group by dialing a code.

**Called Station:**

The terminating point of a call (i.e., the called number).

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Issued:  
Issued By:

Effective Date:

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Louis R. Seo, Managing Director  
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## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

### Call Transfer-Individual:

A CENTREX feature which permits a station user to transfer a misdirected call or any call in progress without the assistance of the attendant. This feature is available on incoming central office calls only, unless specified as Call Transfer-Individual-All Calls. Call Transfer-Individual is not available at Centrex II satellite installations.

### Called Station:

The terminating point of a call (i.e., the called number).

### Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

### Carrier or Common Carrier:

Any individual, partnership, association, corporation or other entity engaged in intrastate communications for hire by wire or radio between two or more exchanges.

### CENTREX Type Services

Central office based non-transport arrangements which permit abbreviated internal calling, and outward calling from station lines associated with CENTREX Service, T-1 Service, PBX service, Digital T-1.

### Channel Terminal

The term "Channel Terminal" denotes that portion of a service required to terminate within a central office, the interoffice or interexchange transmission system.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Channel**

A communications path between two or more points of termination.

**Commission:**

Tennessee Public Service Commission or Tennessee Regulatory Authority

**Change:**

Includes the rearrangement or reclassification of existing service at the same location.

**Company:**

Phone Reconnect of America, L.L.C. ("PRA" or "Company")

**Credit Card:**

A valid bank or financial organization card, representing and account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

**Customer:**

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

**Dedicated Access:**

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

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## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

### Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

### Exchange

A central office or group of central offices, together with the Customer's stations and lines connected thereto, forming a local system which furnishes means of telephonic intercommunication without toll charges between subscribers within a specified area, usually a single city, town or village. When an exchange includes only one central office, it is termed a single office exchange, but when it includes more than one central office, the exchange is termed a multioffice exchange.

### Exchange Service Area

The territory, including the base rate, suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

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## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

### Exchange Service

The general telephone service rendered in accordance with tariff provisions. Exchange service is a general term describing as a whole the facilities provided for local intercommunication, together with the right to originate and receive a specified or an unlimited number of local messages at charges in accordance with the provisions of this Tariff.

#### A. Flat, and Message, and Measured Rate

1. Flat Rate Service: A classification of exchange service for which a stipulated charge is made, regardless of the amount of use.
2. Message Rate Service: A classification of noncoin box exchange service which is charged for on the basis of amount of use.
3. Measured Rate Service: A classification of exchange service which is charged on the basis of local usage, as determined by the number of calls, the duration of the calls, the distance of the calls and the time of day the calls are placed.

#### B. Individual Line

Individual Line Service: A classification of exchange service which provides that only one Exchange Access Line shall be served by the line connecting such Access Line with the central office or other switching unit.

- #### C. Foreign Central Office Service: A classification of exchange service furnished to a subscriber in a multi-office exchange from a central office other than the one from which service would normally be furnished.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Extended Area Service:**

A type of telephone service furnished under tariff provisions whereby subscribers of a given exchange may complete calls to and, where provided by the tariff, receive messages from one or more exchanges without the application of long distance message telecommunications charges.

**Holidays:**

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25).

**Integrated Services Digital Network ("ISDN"):**

Integrated Services Digital Network ("ISDN") is a network architecture supporting Digital Telecommunications services which are user selectable through a common access at a standard interface.

**Kbps:**

Kilobits per second, denotes thousands of bits per second.

**LATA:**

A Local Access and Transport Area ("LATA") is a geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Link:**

The term “Link” refers to the use of a single local channel and/or an interoffice/interexchange channel as one segment (partial channel) of a 2 point or multipoint arrangement when at least one other segment of the service arrangement is served by PRA Gate service.

**Local Exchange:**

A geographic area within which the local telephone company provides telephone services and/or facilities that are not subject to a toll charge.

**Local Exchange Carrier:**

A Company which furnishes local exchange telecommunications service.

**Message Unit:**

One message unit equals (1) minute.

**Move:**

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building.

**Premises:**

A building or buildings on contiguous property, not separated by a public highway or right-of-way.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Distinctive Ring Service:**

This service will allow a subscriber to have up to three telephone numbers associated with a single line. A distinctive ringing pattern is provided for each additional telephone number to facilitate identification of incoming calls.

**Service Line:**

A two-way business individual line, a dial PBX access line, a Centrex Type Services main access line, or an extension of any of the before mentioned, which is required for testing of certain services provided by the Company and which is to be billed at the existing tariff rate.

**Speed Calling:**

A private branch exchange, CENTREX or local exchange feature which permits the station dialer to reach other stations by abbreviated dialing.

**Station:**

Each telephone on a line where no telephone associated with the line is provided on the same premises and in the same building; the first termination in station key equipment or a jack for use with a portable telephone.

**Three-Way Calling:**

A Centrex Type Services or local exchange feature which permits a station user to add another station to an existing call.

**Trunk:**

A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

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## **SECTION 2 – RULES AND REGULATIONS**

### **2.1. UNDERTAKING OF COMPANY**

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in within the State of Tennessee.
- 2.1.2. Company is a facilities-based provider of telecommunications to Customers for their direct transmission and reception of voice, data and other types of communications.
- 2.1.3. Company provides access, switching, transport and termination services provided by telecommunications carriers.
- 2.1.4. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.5. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

### **2.2. LIMITATIONS**

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or service and subject to the provisions of this Tariff.
- 2.2.2. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.3. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.2. LIMITATIONS, Continued**

- 2.2.4. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.5. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until this indebtedness is satisfied.

**2.3. USE**

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which it is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

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## SECTION 2 – RULES AND REGULATIONS, Continued

### 2.3. USE, Continued

- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.
- 2.3.5. Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.6. Service will not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.7. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.8. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

### 2.4. LIABILITIES OF THE COMPANY

- 2.4.1. The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. For the purpose of computing such amount a month is considered to have thirty (30) days. In no event will the Company be responsible for consequential damages for lost profits suffered by a Customer or end user as the result of interrupted or unsatisfactory service.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.2. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
  - B. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and
  - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.3. Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.
- 2.4.4. Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, instituted or asserted by the Customer or by any other party of person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have be caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.5. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed agents or employees of the Company without written authorization.
- 2.4.6. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature: storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.7. The Company shall not be liable for damages or adjustments, refunds or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Tennessee law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.8. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

2.4.9. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps, including obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as the Customer's agent, to the Company's network.

2.4.10. With respect to Emergency Number 911 Service:

- A. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, or by any other party or person, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 Service, and which arises out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.11. In the absence of gross negligence or willful misconduct, no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, will attach to the Company.
- 2.4.12. The Company's liability arising from errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs.
- 2.4.13. As part of providing any private listing or semi-private listing services, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. The Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- 2.4.14. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this Tariff, the Customer agrees to the release of such information under the above provision.
- 2.4.15. The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.

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## **SECTION 2 – RULES AND REGULATIONS, Continued**

### **2.5. EQUIPMENT AND FACILITIES**

- 2.5.1. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this Tariff, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this Tariff. Beyond this responsibility, the Company will not be responsible for:
- A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - B. the reception of signals by Customer-provided equipment; or
  - C. network control signaling when performed by Customer-provided network control signaling equipment.
- 2.5.2. At the request of the Customer, installation or maintenance may be performed outside of the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by the Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

### **2.6. CUSTOMER RESPONSIBILITIES**

- 2.6.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.6.2. The Customer is responsible for compliance with applicable regulations set forth in this Tariff.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.6. CUSTOMER RESPONSIBILITIES, Continued**

- 2.6.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.

**2.7. INTERRUPTION OF SERVICE**

- 2.7.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.7.2. For purposes of credit computation for service, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.
- 2.7.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula:  $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

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## SECTION 2 – RULES AND REGULATIONS, Continued

### 2.8. RESTORATION OF SERVICE

- 2.8.1. The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.
- 2.8.2. When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

### 2.9. MINIMUM SERVICE PERIOD

The minimum service period is one month (30 days).

### 2.10. PAYMENTS AND BILLING

- 2.10.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until cancelled by the Customer on not less than thirty (30) days' notice.
- 2.10.2. The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in advance of the service received.
- 2.10.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.10. PAYMENTS AND BILLING, Continued**

2.10.4. Billing disputes should be addressed to Company's customer service organization by mail at: 8442 S. Federal Highway Port St. Lucie, FL 34952 or via telephone. Customer service representatives are available from 8:00 a.m. to 4:59 p.m. Eastern Time. Messages may be left for the Customer Service Department from 5:00 p.m. to 7:59 a.m. Eastern Time, which will be answered on the next business day, unless in the event of an emergency, which threatens Customer service, in which case customer service personnel may be paged.

2.10.5. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Tennessee Regulatory Authority for its investigation and decision.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.11. CANCELLATION BY COMPANY**

- 2.11.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:
- A. In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public or to employees of the Company; or
  - B. By reason of any Commission order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
  - C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
  - D. For unlawful use of the service or use of the service for unlawful purposes; or
  - E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.
- 2.11.2. Company may discontinue service according to the following conditions upon ten (10) days' written notice:
- A. For violation of Company's filed Tariffs; or
  - B. For the non-payment of any proper charge as provided by Company's Tariff; or

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.11. CANCELLATION BY COMPANY, Continued**

**2.11.2., Continued**

- C. For Customer's breach of the contract for service between the Company and Customer; or
- D. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.11.3. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive, and the Company shall at all times be entitled to all the rights available to it under law or equity.

2.11.4. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

**2.12. ADVANCE PAYMENTS AND DEPOSITS**

The Company does require advanced payments from the Customer, and reserves the right to collect advanced payments, as necessary, in accordance with Commission rules.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.13. FULL FORCE AND EFFECT**

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

**2.14. CREDIT LIMIT**

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of services for any monthly period.

**2.15. UNCERTIFICATED RESALE PROHIBITED**

Resale of any tariffed service appearing herein by uncertificated resellers is strictly prohibited. Applicable services may be resold only by Companies authorized by the Tennessee Regulatory Authority to provide intrastate telecommunications services, in accordance with the Commission's rules. The Company requires proof of certification in the form of a Telephone Certificate of Public Convenience and Necessity, or a copy thereof, prior to providing services for resale.

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### **SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES**

#### **3.1. LOCAL EXCHANGE SERVICE - GENERAL**

- 3.1.1. Local Exchange Service provides for telephonic connection to, and a unique telephone number address on, the public switched telecommunications network. Local exchange service enables users to place and receive calls from other stations on the public switched telephone network, access other services offered by Company, access certain interstate and international services offered by Company, access operator and directory assistance services, and access emergency services by dialing 0- or 9-1-1.
- 3.1.2. Local exchange service requires a residence basic access line. Residence access lines may include an allowance for calls for which there are no usage charges. One listing in the alphabetical directory is included.
- 3.1.3. Basic local exchange service as offered in this Tariff, is comprised of The following Rates and Descriptions.

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Phone Reconnect of America L.L.C.  
Louis R. Seo, Managing Director  
8442 S. Federal Highway Port St. Lucie, FL 34952

**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, Continued**

**3.2 Service Description**

3.2.1 Service will be offered in all Bell South and Sprint/United exchanges in the State of Tennessee in one package.

Package A : POTS line

**3.2.2 Rates**

<u>Package</u>	<u>Monthly</u>	<u>NRC</u>
A	\$49.95	\$43.95

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**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, Continued**

**3.3. HEARING AND SPEECH IMPAIRED CUSTOMERS**

**3.3.1. Directory Assistance**

There shall be no charge for up to 50 calls per billing cycle from lines or trunks servicing individuals with disabilities. The company shall charge the prevailing price list rates for every call in excess of fifty within a billing cycle.

**3.2. Telecommunications Relay Service**

For calls received from the relay service, the company will when billing relay calls discount relay service calls by fifty percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted sixty percent off of the otherwise applicable rate for a voice non-relay call.

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## SECTION 4 – MISCELLANEOUS SERVICES

### 4.1. Directory Assistance

There is no charge for the first three calls per month to Directory Assistance. The customer can request a maximum of two numbers per call to Directory Assistance. Call completion service is provided when the customer requests when the Directory Assistance operator call the Directory Assistance number requested. All completed calls will be charged the Directory Assistance Call Completion Charge, in addition to any other appropriate charges. See Section #3 Rates.

### 4.2 Directory Listings

One Listing, termed the initial listing, is included with each Customer's service. Additional listings are confined to the names of those who are entitled to the use of the Customer's service. Telephone numbers of non-published service are not listed in the Telephone Company's directories or on directory assisted records. Listing information (name, address and number) on non-published service is not available to the general public, notwithstanding any claim of emergency the calling party may present. Telephone numbers of non-directory listed service are omitted or deleted from the Company's alphabetical directory, however, they are carried in the Company's directory assistance and other records and are given to any calling party.

### 4.3 Local Operator Services

A per-call service charge applies in addition to the per minute usage rates when applicable. The service charge applies in all rate periods. See Section #3.

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**SECTION 4 – MISCELLANEOUS SERVICES, Continued**

**4.4. Non-Routine Installation and/or Maintenance**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material or other cost incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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## **EXHIBIT F**

### **STATUS OF PRA's AUTHORITY IN OTHER STATES**

Alabama - Authority granted for resale of local exchange services.

Georgia - Application for resale authority filed, currently in process.

Maryland - Application for resale authority filed, currently in process.

North Carolina - Application for resale authority filed, currently in process.

Ohio - Authority for resale application filed, currently in process and moved to generic "prepaid" proceeding.

Texas - Authority granted for resale of local exchange services.

Virginia - Application for resale authority filed, currently in process.

District of Columbia- Application filed concurrent with this application.

Wisconsin - Application to be filed within 1 week.